

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

| | | |
|---------------------------|---|----------|
| MENTIS NEURO HOUSTON, LLC | § | |
| <i>Plaintiff,</i> | § | |
| | § | |
| V. | § | Case No. |
| | § | |
| UNITED HEALTHCARE OF | § | |
| TEXAS, INC. | § | |
| <i>Defendant.</i> | § | |

PLAINTIFF'S ORIGINAL COMPLAINT

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Mentis Neuro Houston, LLC Plaintiff herein, and files this Original Complaint, complaining of Defendant, United Healthcare of Texas, Inc., and for cause of action would show the Honorable Court the following:

I.

Parties

1. Plaintiff, Mentis Neuro Houston, LLC, (hereinafter referred to as “Mentis or Plaintiff”) is a licensed Texas health care provider that is owned and operated by Neurorestorative and the Mentor Network. Mentor owns and operates facilities throughout Texas including the Plaintiff in this lawsuit, with its principal place of business located in Houston, Texas.

2. Defendant, United Healthcare of Texas Inc. (hereinafter referred to as “UHC”) is in the business of providing and/or administering medical and health insurance plans and is licensed to do business in the state of Texas. Defendant, UHC,

may be served with process by serving its registered agent for service, CT Corporation System at 350 North St. Paul Street, Dallas, Texas 75201.

II.

JURISDICTION AND VENUE

3. This case is within the subject matter jurisdiction of this Court pursuant to 28 USC § 1332 (diversity of citizenship). Venue is proper and appropriately established in this Court under 28 USC § 1391(b)(2), as the Defendant conducts a substantial amount of business in this Federal District, and a substantial part of the events, acts or omissions that give rise to the claims herein occurred in this District.

III.

INTRODUCTION AND FACTUAL BACKGROUND

4. Plaintiff is a health care provider located in Houston (Harris County), Texas. The Plaintiff is a post-acute care, intensive, neurological rehabilitation facility that treats *inter alia* patients with acquired brain injuries. UHC is in the business of providing, issuing and/or administering medical and health care coverage to groups and/or individuals. Plaintiff provides very specialized rehabilitation services to UHC members.

5. This lawsuit concerns 97 medical claims for medical services provided to 29 patients that were purported to have health insurance coverage through a health plan issued or administered by UHC. For the purpose of the patients' privacy rights, names

will not be included in this pleading. However and attached hereto is a summary of the claims with personal health information withheld and redacted. Sufficient information has previously been provided to Defendant, such that UHC has been duly notified of the claims made the basis of the suit. After service of process, additional patient information will be provided to the Defendant for each patient, if necessary.

6. The patients made the basis of this lawsuit were all admitted to Mentis. For each admission, the patient presented to the facility with an insurance cards showing that he or she had health coverage under a UHC network plan or a plan that was administered by UHC. Mentis contacted UHC prior to or upon each admission to verify coverage and benefits for the specialized services being provided to the patients. UHC represented that each patient had effective coverage for each admission and that benefits were available and adequate for the medical services to be provided. Furthermore, UHC preauthorized all of the services for each admission. In reliance and based upon these representations of available and adequate insurance coverage for the authorized services, Mentis valuable medical services for each admission with the certain expectation of payment.

7. As of May 1, 2019 UHC and Mentis are currently party to a preferred provider agreement and contracted as an in network provider. However and prior to entering the preferred provider agreement, Mentis and UHC operated under a mutual agreement that Mentis would provide services to UHC members at agreed rates that were referred to as the “Gap Exception” authorization. Access to the high level of care

provided by Mentis for post-acute neuro rehabilitation is limited geographically and statewide. As a result, Mentis was and is often the only provider that is able and equipped to provide the necessary level of care required by UHC and other Texas patients that have incurred serious brain injury. When a UHC member presented to or sought treatment from Mentis, the Plaintiff contacted UHC to insure that coverage and benefits were available. Likewise, Mentis contacted UHC to seek Gap Exception authorizations for the necessary care. With that authorization, the parties agreed that Mentis would be paid agreed rates for the approved medical care. The agreed rates between UHC and Mentis were based on a *per diem* reimbursement methodology. Inpatient services were agreed to be paid at a rate of \$1200 per day, and outpatient services were agreed to be paid at a rate of \$550 per day. The agreed rates for these valuable services provided to UHC members were significantly less than the Plaintiff's usual and customary charges. Thus, UHC verified coverage was available for each member, authorized the services to be provided, and Mentis provided the care with the certain expectation that the care would be reimbursed and paid as agreed to by UHC.

8. For each admission, the Plaintiff provided the authorized medical services to UHC members and submitted the claims to UHC for payment. As reflected on Exhibit, UHC has paid nothing or has underpaid as otherwise agreed. For some, UHC actually paid the correct amount to only then recoup those prior payment months after the fact and then reissue an underpayment for that very same claim. Some were adjudicated and paid as "out of network" rather than being processed and paid under the authorized

and agreed Gap Exception rates. Exhibit 1 reflects services provided to UHC members by Mentis. Likewise and as also reflected on these charts, UHC actually overpaid more than the expected reimbursement for some claims. For each overpayment, the Plaintiff has acknowledged and offset those overpayments against the monies otherwise owed by UHC to the Plaintiff on Exhibit 1.

9. At all times relevant hereto, only UHC was in the position to provide accurate information regarding each of the insured patient's insurance coverage at the time of each admission. The Plaintiff relied on the representations of insurance coverage and authorizations provided by UHC when admitting the patients and providing costly services and with expectation that the claims would be paid by UHC as agreed. Plaintiff has been damaged as a result of UHC underpaying the claims, refusing to pay claims altogether, and/or improperly recouping prior payments long after the services were provided. In fact, UHC has continued to recoup and "reprocess" claims in recent weeks, while the parties worked to try to resolve these disputes.

10. At all times relevant hereto, the Plaintiff and UHC entered into an agreement that the services provided to UHC members would be reimbursed and paid at the agreed Gap Exception rates. Thus, Plaintiff agreed to treat UHC members, and UHC in turn agreed that the medical services would be paid in accordance with the terms of the agreement. Thus, the claim processing, adjudication and payment of the claims made the basis of this lawsuit are expressly governed by agreement with UHC, as well as the statutory obligations and requirements set forth in the Texas Insurance Code.

11. As shown on Exhibit 1, Mentis treated 29 patients for a total of 97 claims. The total usual and customary charges for all of those services and claims are \$1,743,261.00. The expected and agreed reimbursement for those services and all claims for this facility was \$974,470.00. To date, UHC has paid \$870,738.22. Plaintiff has calculated overpayments in the amount of \$173,246.60. As a result, the monies that remain due and owed for these claims had UHC paid correctly and timely with all payment and offsets is \$103,731.78. The balance of the Plaintiff's billed and customary charges is \$699,276.20.

IV. **CAUSES OF ACTION**

A) Breach of Contract

12. Plaintiff alleges and incorporates herein by reference paragraphs 4 through 11 above.

13. For the UHC members on Exhibit 1, UHC has underpaid and/or failed to pay for the medical services provided as agreed. UHC is obligated to pay the agreed *per diem* rates for services provided to UHC members. UHC verified that the services were covered and benefits were available and authorized the services under the parties Gap Exception agreement. The services were provided with the expectation of payment. However, UHC has paid nothing, underpaid or paid monies to only recoup prior payment months after the fact. As set forth on the Exhibit 1 and after all payments and offsets, the claims and services remain underpaid in the total amount of \$103,731.78. Thus, UHC

has failed to pay, denied claims or recouped monies otherwise owed to Plaintiff pursuant to its agreements with Plaintiff. As a result, UHC's acts and omissions constitute a material breach of its contractual obligations and agreement with Plaintiff. Thus, UHC has waived any right to the agreed discounted and contractual rates and Plaintiff herein seeks the balance of its usual and customary charges for each admission in the total amount of \$699,276.20.

B. Violations of the Texas Insurance Code through Deceptive and Unfair Trade Practices

14. Plaintiff alleges and incorporates herein by reference paragraphs 4 through 13 above.

15. Plaintiff would show it is the accepted business practice in the healthcare industry to contact insurers or plan administrators in order to verify coverage for patients that are being admitted for medical services. Since coverage and benefit information are entirely within the exclusive control of the plan or its administrator, a provider must rely on representations of coverage by a plan or its agents or administrator, when deciding whether to admit and provide costly medical services to a patient. The insurance carrier and/or the plan administrator know providers will rely on assertions and representations of coverage and are under a legal duty to reasonably investigate and provide accurate coverage information.

16. UHC represented to Plaintiff that insurance benefits were available for the medical treatment provided to each of the patients made the basis of this dispute. Indeed,

UHC also expressly agreed to pay *per diem* rates for the level of services provided by Plaintiff. The Plaintiff provided the necessary medical treatment to each patient in reliance on the assertion and representation of available insurance coverage by UHC and with the certain expectation that the services would be correctly paid. Plaintiff and other providers have no way to determine the existence of insurance coverage and benefits under an insurance policy, except through the plan and/or its administrators. This is precisely why a providers contact a plan or its agents, as was done in this case. Yet, for some of the admissions and services, UHC has paid nothing at all. For other patients, UHC underpaid or paid for services provided to only then recoup prior payments on some unsubstantiated bases well after the services were provided and paid. UHC has failed to correctly pay the claims, although UHC verified coverage and represented the services were covered under the plan and that the services were fully authorized.

17. Plaintiff has been damaged due to these apparent misrepresentations of coverage, since the medical services and treatment were provided in reliance on said representations and authorizations of care with the expectation that claims would be paid as agreed. UHC has failed to pay properly and timely. The total amount due and owed under the parties' agreement is \$103,731.78. Likewise and by virtue of the acts and omissions and misrepresentations complained of herein, UHC has waived any right to a discounted reimbursement rate. Thus, Plaintiff seeks the balance of its billed charges in the amount of \$699,276.20.

18. UHC's conduct in this regard also constitutes deceptive trade practices pursuant to the Texas Insurance Code, §541.001 *et seq.* by *inter alia* misrepresenting the terms of a policy, misrepresenting a material fact or policy provision relating to coverage at issue, making an untrue statement of material fact, and making a statement in a manner that would mislead a reasonably prudent person to a false conclusion of a material fact. Thus, Plaintiff seeks treble damages pursuant to §541.001 *et seq* in the amount of \$2,097,828.60.

C. Violations of the Texas Insurance Code

19. Plaintiff allege and incorporate herein by reference paragraphs 4 through 18 above.

20. At all times relevant hereto, Plaintiff and UHC entered agreements whereby the Plaintiff would provide valuable services to UHC members and UHC would pay the Plaintiff agreed rates. As a result, Defendant's conduct and omissions in regards to the adjudication and processing of the claims are governed by and in certain violation of the Texas Insurance Code, §1301.101 *et seq.* and/or §843.346 *et seq.* These sections of the Insurance Code set forth the statutory requirements regarding the prompt payment, processing and adjudication of provider claims. These statutory provisions also require insurers to provide accurate coverage information to medical providers, such that if an insurer or its agent verifies benefits, payment to the medical care provider may not be denied or reduced for those services. If the insurer determines that the claim is not payable, the insurer must notify the provider in writing of the exact reason of the denial

within forty-five (45) days. However and for the claims identified on Exhibit 1, UHC failed to timely and correctly pay the claims and/or notify the Plaintiff that there were any coverage or benefit limitations that would otherwise affect the agreed reimbursement. Rather, UHC verified coverage was available, then denied the claims, underpaid claims, or improperly recouped prior payments. UHC is liable for the payment of the medical services provided as a matter of law. UHC cannot retract the representations of coverage or otherwise deny or limit agreed payment after the fact. As a result of the aforementioned violations, the Plaintiff seeks statutory damages as provided by the Texas Insurance Code, including the balance of billed charges in the amount of \$699,276.20, attorney's fees and statutory interest.

21. Further, the Texas Insurance Code, §1301.133 provides for procedures when a carrier seeks a refund or a recoupment of an alleged "overpayment." Any request for refund by UHC is unsupported, as UHC verified at each admission that adequate coverage was indeed available and authorized the services to be provided. UHC has no legitimate, legal or factual basis for refund, since it verified benefits and paid the claims. Regardless, UHC must provide written notice of any alleged overpayments in a timely manner and UHC has failed to do so. As a result of these violations, misrepresentations, acts and omissions, UHC is liable for payment of the Plaintiff's usual and customary charges for the medical services provided in the amount of \$699,276.20, interest, and attorney's fees as provided for under the Insurance Code.

21. At all times relevant hereto, Defendant was either the actual health insurance plan or acting as the actual agent or ostensible agent of the respective health

plans insuring the patients. Therefore, UHC is liable for the misrepresentations described above. Further, UHC is liable pursuant to the Texas Insurance Code, which provides the applicable subchapters govern the plan and entities that contract with an insurer to process claims and issue verifications.

D. Negligence and Negligent Misrepresentations

23. Plaintiffs allege and incorporate herein by reference paragraphs 4 through 22 above.

24. Plaintiffs would show it is the accepted business practice in the healthcare industry to contact insurers or their administrators and verify coverage for patients being admitted.

25. Since coverage and benefit information is within the exclusive control of the insurer or its administrator, providers must rely on representations of coverage by an insurance carrier or its agents or administrators when deciding to admit a patient. Insurance carriers and/or the plan administrator know a provider will rely on assertions of coverage and are under a statutory and common law duty to reasonably investigate coverage and provide the provider with accurate information.

26. In each of these cases, the Plaintiff contacted UHC and the Defendant verified benefits were available for each patient. Plaintiff provided the medical care based on UHC verifying benefits, authorizing the care and representing the claims would be necessarily paid as agreed. Defendant knew or should have known if there was

available coverage upon each admission and whether the claims would or would not be paid as agreed. Yet, UHC has denied claims altogether, underpaid paid claims or paid claims to only recoup prior payment well after the services were already provided.

27. Defendant has breached its duty to the Plaintiff to provide accurate information in this regard and by failing to pay for the medical services. As a direct and proximate cause, Plaintiff has been damaged in the aggregate amount of \$699,276.20. Plaintiff also seeks exemplary damages, as a result of the acts and omissions complained of herein, to be determined by the trier of fact.

V.

ATTORNEY'S FEES

28. Plaintiff has presented the claims for payment to Defendant for the above mentioned services rendered to UHC members. Defendant has failed to tender payment of the just amount owed to Plaintiff before the expiration of thirty (30) days from the date of demand. Accordingly, Plaintiff is entitled to reasonable attorney's fees to be determined by the trier of fact pursuant to Tex. Civ. Prac. & Rem. Code § 38.001, *et seq.* as well as Texas Insurance Code §§ 1301.108 and/or 843.343.

VI.

JURY DEMAND

29. Plaintiff demands a trial by jury of all issues and causes of action so triable pursuant to the Federal Rules of Civil Procedure.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff requests that Defendant be cited to appear and answer herein, and after a trial on the merits, the Court enter judgment against the Defendant as follows:

1. Judgment in the amount of \$699,276.20 representing the actual damages and economic loss caused by the Defendant;
2. Treble damages as allowed by the Texas Insurance Code §541.152 in the amount of \$2,097.828.60;
3. All penalties and interest provided for under the Texas Insurance Code;
4. Exemplary damages to be determined by the trier of fact;
5. Pre-judgment and post-judgment interest as allowed under the law;
6. Attorney's fees to be determined by the trier of fact and costs of court; and
7. Such other and further relief to which Plaintiff may show itself justly entitled.

Respectfully submitted,

LAW OFFICES OF P. MATTHEW O'NEIL
6514 McNeil Drive
Bldg. 2, Suite 201
Austin, TX 78729
(512) 473-2002 Telephone
(512) 473-2034 Facsimile

By: /s/ P. Matthew O'Neil
P. Matthew O'Neil
State Bar No. 00795955

ATTORNEY FOR PLAINTIFF,
MENTIS NEURO HOUSTON, LLC

| Facility | Tax Id | DOS Range | DOS End | Claim# | Billed Amount | paid amount | paid date | Underpayme nts | overpayment |
|---------------------------|-----------|------------|------------|------------|---------------|--------------|------------|-------------------|-------------|
| Mentis Neuro Houston, LLC | 204619194 | 10/25/2017 | 10/31/2017 | 6813405953 | \$ 11,102.00 | \$ 8,062.82 | 11/30/2017 | 337.18 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 11/16/2017 | 11/30/2017 | 6860488848 | \$ 23,790.00 | \$ 17,842.50 | 12/14/2017 | 157.50 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 5/16/2017 | 5/31/2017 | 6549045774 | \$ 11,559.00 | \$ 2,000.00 | 2/25/2020 | 20,800.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 6/6/2017 | 6/6/2017 | 6571385275 | \$ 2,011.00 | \$ - | 1/1/2019 | 500.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 4/7/2017 | 4/15/2017 | 6466742748 | \$ 14,274.00 | \$ 10,800.00 | 5/18/2017 | 3,600.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 4/16/2017 | 4/30/2017 | 6493916793 | \$ 23,790.00 | \$ 18,000.00 | 5/18/2017 | 0.00 | -18,000.00 |
| Mentis Neuro Houston, LLC | 204619194 | 5/1/2017 | 5/13/2017 | 6516236420 | \$ 19,032.00 | \$ 14,400.00 | 6/2/2017 | 8,400.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 1/20/2019 | 1/31/2019 | 8619560147 | \$ 19,032.00 | | | 7,029.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | | | | | | | | |
| Mentis Neuro Houston, LLC | | 3/1/2019 | 3/1/2019 | 7706429577 | \$ 1,586.00 | \$ 1,200.00 | 1/3/2020 | 0.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 3/2/2019 | 3/15/2019 | 7706429468 | \$ 22,204.00 | \$ 15,453.38 | 4/17/2019 | 1,346.62 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 3/16/2019 | 3/29/2019 | AA00284167 | \$ 20,618.00 | \$ - | 6/8/2019 | 15,600.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 2/16/2019 | 2/28/2019 | 7676577933 | \$ 20,618.00 | \$ 20,618.00 | 3/10/2019 | 0.00 | -5,018.00 |
| Mentis Neuro Houston, LLC | 204619194 | 2/7/2019 | 2/15/2019 | 7652058723 | \$ 14,274.00 | \$ 14,274.00 | 2/28/2019 | 0.00 | -3,474.00 |
| Mentis Neuro Houston, LLC | 204619194 | 3/1/2019 | 3/14/2019 | 7706429511 | \$ 20,618.00 | \$ 15,600.00 | 3/2/2020 | 0.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 4/9/2019 | 4/15/2019 | 7770237679 | \$ 9,516.00 | \$ 7,200.00 | 3/2/2020 | 0.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 4/16/2019 | 4/30/2019 | 7791816457 | \$ 17,446.00 | \$ 6,756.75 | 5/13/2019 | 6,443.25 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 11/16/2018 | 11/19/2018 | 7520642004 | \$ 1,586.00 | \$ 1,200.00 | 2/5/2020 | 0.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 1/4/2017 | 1/15/2017 | 6352380231 | \$ 34,307.00 | \$ 3,772.69 | 9/28/2018 | 10,627.31 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 1/16/2017 | 1/31/2017 | 6346934104 | \$ 53,733.00 | \$ 22,514.00 | 3/7/2017 | 0.00 | -3,314.00 |
| Mentis Neuro Houston, LLC | 204619194 | 4/19/2017 | 4/27/2017 | 7797604692 | \$ 2,500.00 | \$ 1,750.00 | 1/14/2020 | 750.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 5/2/2017 | 5/11/2017 | 6516172267 | \$ 13,952.00 | \$ 1,500.00 | 6/6/2017 | 1,500.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 5/17/2017 | 5/31/2017 | 6549045780 | \$ 2,000.00 | \$ 1,000.00 | 6/21/2017 | 500.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 6/1/2017 | 6/15/2017 | 6571385281 | \$ 17,498.00 | \$ 7,891.75 | 6/30/2017 | 0.00 | -4,391.75 |
| Mentis Neuro Houston, LLC | 204619194 | 6/21/2017 | 6/21/2017 | 6603679695 | \$ 2,429.00 | \$ 1,399.00 | 7/25/2017 | 0.00 | -899.00 |
| Mentis Neuro Houston, LLC | 204619194 | 7/18/2017 | 7/18/2017 | 6649202449 | \$ 2,334.00 | \$ 708.50 | 8/18/2017 | 0.00 | -208.50 |
| Mentis Neuro Houston, LLC | 204619194 | 8/23/2017 | 8/24/2017 | 6709754014 | \$ 4,737.00 | \$ 1,892.75 | 9/26/2017 | 0.00 | -892.75 |
| Mentis Neuro Houston, LLC | 204619194 | 9/6/2017 | 9/14/2017 | 6728870664 | \$ 7,680.00 | \$ 2,295.00 | 9/21/2017 | 1,205.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 9/20/2017 | 9/28/2017 | 6792519442 | \$ 8,550.00 | \$ 2,506.50 | 10/27/2017 | 0.00 | -506.50 |
| Mentis Neuro Houston, LLC | 204619194 | 10/4/2017 | 10/12/2017 | 6780525703 | \$ 1,500.00 | \$ 1,125.00 | 10/26/2017 | 375.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 10/17/2017 | 10/26/2017 | 6834292984 | \$ 2,000.00 | \$ 1,500.00 | 11/23/2017 | 500.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 4/30/2019 | 4/30/2019 | 7791816463 | \$ 1,586.00 | \$ 614.25 | 5/21/2019 | 585.75 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 4/1/2017 | 4/15/2017 | 6493341643 | \$ 23,790.00 | \$ 5,587.79 | 5/4/2017 | 12,412.21 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 9/16/2017 | 9/30/2017 | 6757129397 | \$ 54,963.00 | \$ 17,842.50 | 10/23/2017 | 157.50 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 9/11/2017 | 9/15/2017 | 6728870665 | \$ 17,814.00 | \$ 5,947.50 | 12/4/2017 | 52.50 | 0.00 |

EXHIBIT "1"

| | | | | | | | | | | | |
|---------------------------|-----------|------------|------------|-----------------------|----|-----------|----|-----------|------------|-----------|------------|
| Mentis Neuro Houston, LLC | 204619194 | 10/1/2017 | 10/15/2017 | 6780525705 | \$ | 23,790.00 | \$ | 17,842.50 | 10/18/2017 | 157.50 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 10/16/2017 | 10/31/2017 | 6813405955 | \$ | 25,376.00 | \$ | 19,032.00 | 11/7/2017 | 168.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 11/1/2017 | 11/15/2017 | 6836057906 | \$ | 23,790.00 | \$ | 17,842.50 | 11/17/2017 | 157.50 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 2/16/2017 | 2/28/2017 | 6464696184 | \$ | 48,898.00 | \$ | 4,869.89 | 9/28/2018 | 10,730.11 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 3/1/2017 | 3/3/2017 | 6500877145 | \$ | 8,648.00 | \$ | 8,648.00 | 5/11/2017 | 0.00 | -5,048.00 |
| Mentis Neuro Houston, LLC | 204619194 | 3/6/2017 | 3/15/2017 | 6473950176/6473950177 | \$ | 37,707.00 | \$ | 13,305.00 | 5/2/2017 | 0.00 | -1,305.00 |
| Mentis Neuro Houston, LLC | 204619194 | 3/16/2017 | 3/31/2017 | 6505689826 | \$ | 46,744.00 | \$ | 40,278.75 | 5/11/2017 | 0.00 | -21,078.75 |
| Mentis Neuro Houston, LLC | 204619194 | 4/1/2017 | 4/15/2017 | 6466742752 | \$ | 56,365.00 | \$ | 19,866.50 | 5/17/2017 | 0.00 | -1,866.50 |
| Mentis Neuro Houston, LLC | 204619194 | 4/16/2017 | 4/30/2017 | 6557855607 | \$ | 57,114.00 | \$ | 25,747.00 | 6/16/2017 | 0.00 | -7,747.00 |
| Mentis Neuro Houston, LLC | 204619194 | 5/1/2017 | 5/15/2017 | 6516236424 | \$ | 53,002.00 | \$ | 36,492.00 | 6/28/2017 | 0.00 | -18,492.00 |
| Mentis Neuro Houston, LLC | 204619194 | 5/18/2017 | 5/31/2017 | 6625104173 | \$ | 48,211.00 | \$ | 36,158.25 | 8/16/2017 | 0.00 | -19,358.25 |
| Mentis Neuro Houston, LLC | 204619194 | 5/30/2017 | 5/31/2017 | 6800068730 | \$ | 36,248.00 | \$ | 6,703.77 | 3/2/2018 | 12,496.23 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 6/1/2017 | 6/15/2017 | 8137709919 | \$ | 6,546.00 | \$ | - | 10/31/2017 | 2,400.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 6/1/2017 | 6/15/2017 | 8137709919 | \$ | 44,289.00 | \$ | 17,842.50 | 10/23/2017 | 157.50 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 7/1/2017 | 7/17/2017 | 6846529449 | \$ | 1,586.00 | \$ | 1,189.50 | 8/4/2017 | 10.50 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 8/18/2017 | 8/31/2017 | 6846529449 | \$ | 22,204.00 | \$ | 3,857.25 | 3/23/2018 | 12,942.75 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 1/1/2017 | 1/15/2017 | 6320187352 | \$ | 39,038.00 | \$ | 8,000.00 | 1/24/2017 | 8,000.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 2/7/2017 | 2/15/2017 | 6376014552 | \$ | 26,185.00 | \$ | 19,323.75 | 3/23/2017 | 0.00 | -8,523.75 |
| Mentis Neuro Houston, LLC | 204619194 | 8/31/2018 | 8/31/2018 | 7353634763 | \$ | 1,586.00 | \$ | 1,189.50 | 9/24/2018 | 10.50 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 1/1/2018 | 1/15/2018 | 6946395060 | \$ | 23,790.00 | \$ | - | 1/24/2018 | 18,000.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 1/16/2018 | 1/31/2018 | 6968781608 | \$ | 25,376.00 | \$ | - | 2/5/2018 | 19,200.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 2/1/2018 | 2/15/2018 | 6997274051 | \$ | 23,790.00 | \$ | - | 2/20/2018 | 18,000.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 2/16/2018 | 2/28/2018 | 7022834836 | \$ | 20,618.00 | \$ | 7,351.87 | 3/15/2018 | 8,248.13 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 12/5/2017 | 12/15/2017 | 6894783506 | \$ | 17,446.00 | \$ | - | 12/22/2017 | 13,200.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 12/6/2017 | 12/31/2017 | 6917532938 | \$ | 25,376.00 | \$ | - | 1/7/2018 | 19,200.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 1/10/2018 | 1/15/2018 | 6946395061 | \$ | 9,516.00 | \$ | 5,582.38 | 2/8/2018 | 1,617.62 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 1/24/2018 | 1/30/2018 | 6968781610 | \$ | 1,500.00 | \$ | - | 2/12/2018 | 1,500.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 7/7/2017 | 7/15/2017 | 6787208079 | \$ | 14,274.00 | \$ | 10,705.50 | 10/23/2017 | 94.65 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 7/16/2017 | 7/31/2017 | 6787208078 | \$ | 25,376.00 | \$ | 19,032.00 | 10/23/2017 | 168.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 8/16/2017 | 8/18/2017 | 6855768753 | \$ | 4,758.00 | \$ | 3,568.50 | 12/21/2017 | 31.50 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 8/21/2017 | 8/25/2017 | 3322517027 | \$ | 11,103.00 | \$ | 3,440.00 | 3/2/2020 | 1,360.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 9/4/2017 | 9/5/2017 | 6728870662 | \$ | 1,586.00 | \$ | 1,189.50 | 9/21/2017 | 10.50 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 9/8/2017 | 9/15/2017 | 6855754527 | \$ | 12,688.00 | \$ | 9,516.00 | 12/9/2017 | 84.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 9/16/2017 | 9/21/2017 | 6779882920 | \$ | 14,538.00 | \$ | 3,568.50 | 12/20/2017 | 7,200.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 8/21/2018 | 8/23/2018 | 7353634740 | \$ | 2,100.00 | \$ | 1,575.00 | 9/24/2018 | 0.00 | -575.00 |
| Mentis Neuro Houston, LLC | 204619194 | 9/3/2018 | 9/13/2018 | 7381740936 | \$ | 5,250.00 | \$ | 3,937.50 | 10/3/2018 | 0.00 | -1,437.50 |
| Mentis Neuro Houston, LLC | 204619194 | 10/1/2017 | 10/15/2017 | 6780525704 | \$ | 23,790.00 | \$ | 17,617.50 | 3/10/2018 | 382.50 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 11/1/2017 | 11/15/2017 | 6836057905 | \$ | 23,790.00 | \$ | 17,617.50 | 2/1/2018 | 382.50 | 0.00 |

| | | | | | | | | | | | | |
|---------------------------|-----------|------------|------------|------------|------------|----|--------------|----|------------|------------|----------|------------|
| Mentis Neuro Houston, LLC | 204619194 | 2/5/2019 | 2/15/2019 | | 7652058714 | \$ | 17,446.00 | \$ | 13,084.50 | 2/28/2019 | 115.50 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 2/16/2019 | 2/28/2019 | | 7676577932 | \$ | 20,618.00 | \$ | 15,463.50 | 3/10/2019 | 136.50 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 3/1/2019 | 3/8/2019 | | 7706429470 | \$ | 11,102.00 | \$ | 8,326.50 | 3/29/2019 | 73.50 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 9/10/2018 | 9/15/2018 | | 7381740939 | \$ | 9,516.00 | \$ | 7,137.00 | 10/2/2018 | 63.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 9/16/2018 | 9/30/2018 | | 7426499308 | \$ | 22,204.00 | \$ | 16,653.00 | 10/24/2018 | 1,347.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 10/1/2018 | 10/15/2018 | | 7426094744 | \$ | 22,204.00 | \$ | 16,653.00 | 10/24/2018 | 1,347.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 10/16/2018 | 10/19/2018 | | 7467468440 | \$ | 6,344.00 | \$ | 4,758.00 | 11/15/2018 | 42.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 10/22/2018 | 10/31/2018 | | 7467468448 | \$ | 15,860.00 | \$ | 11,895.00 | 11/15/2018 | 105.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 11/1/2018 | 11/8/2018 | | 7497834755 | \$ | 11,102.00 | \$ | 8,326.50 | 12/4/2018 | 73.50 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 1/1/2019 | 1/15/2019 | | 7592854856 | \$ | 23,790.00 | \$ | 14,274.00 | 1/28/2019 | 3,726.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 1/16/2019 | 1/31/2019 | | 7628609575 | \$ | 15,376.00 | \$ | 18,811.78 | 2/22/2019 | 388.22 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 2/1/2019 | 2/15/2019 | | 8595918796 | \$ | 23,790.00 | \$ | 2,345.50 | 4/30/2019 | 8,450.50 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 2/16/2019 | 2/28/2019 | | 7676577931 | \$ | 20,618.00 | \$ | 2,654.50 | 4/25/2019 | 8,821.90 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 4/17/2017 | 4/25/2017 | 6493865939 | | \$ | 7,562.00 | \$ | 2,393.00 | 5/23/2017 | 0.00 | -393.00 |
| Mentis Neuro Houston, LLC | 204619194 | 4/8/2019 | 4/15/2019 | 7899713838 | | \$ | 4,200.00 | \$ | 4,200.00 | 7/22/2019 | 0.00 | -2,200.00 |
| Mentis Neuro Houston, LLC | 204619194 | 4/17/2019 | 4/29/2019 | 7899713835 | | \$ | 6,300.00 | \$ | - | 7/19/2019 | 3,000.00 | 0.00 |
| Mentis Neuro Houston, LLC | 204619194 | 4/8/2019 | 4/29/2019 | 7791818696 | | \$ | 7,350.00 | \$ | 7,350.00 | 5/23/2019 | 0.00 | -3,850.00 |
| Mentis Neuro Houston, LLC | 204619194 | 4/10/2019 | 4/15/2019 | 7770323672 | | \$ | 3,150.00 | \$ | 3,150.00 | 5/13/2019 | 0.00 | -1,650.00 |
| Mentis Neuro Houston, LLC | 204619194 | 6/28/2017 | 6/30/2017 | 6603679694 | | \$ | 11,841.00 | \$ | 5,534.37 | 8/28/2017 | 0.00 | -1,934.37 |
| Mentis Neuro Houston, LLC | 204619194 | 7/1/2017 | 7/15/2017 | 6620741235 | | \$ | 49,565.00 | \$ | 49,565.00 | 9/6/2017 | 0.00 | -31,565.00 |
| Mentis Neuro Houston, LLC | 204619194 | 7/16/2017 | 7/20/2017 | 6649202448 | | \$ | 17,283.00 | \$ | 12,962.25 | 8/31/2017 | 0.00 | -6,962.25 |
| Mentis Neuro Houston, LLC | 204619194 | 8/14/2017 | 8/15/2017 | 6675482093 | | \$ | 5,723.00 | \$ | 3,016.75 | 9/7/2017 | 0.00 | -616.75 |
| Mentis Neuro Houston, LLC | 204619194 | 8/16/2017 | 8/18/2017 | 6709754012 | | \$ | 9,229.00 | \$ | 5,075.95 | 9/27/2017 | 0.00 | -1,475.95 |
| Mentis Neuro Houston, LLC | 204619194 | 8/21/2017 | 8/21/2017 | 6709754013 | | \$ | 2,167.00 | \$ | 963.03 | 9/18/2017 | 0.00 | -463.03 |
| Mentis Neuro Houston, LLC | 204619194 | 1/27/2017 | 1/27/2017 | 8030124539 | | \$ | 500.00 | \$ | - | 4/4/2017 | 500.00 | 0.00 |
| | | | | | | \$ | 1,743,261.00 | \$ | 870,738.22 | | | |

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